

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

	X
PLAMAR NAVIGATION LTD.,	:
	:
Plaintiff,	: 08 Civ.
	:
- against -	: ECF CASE
	:
TIANJIN SHENGJIA SHIPPING CO., LTD. a/k/a	:
SHENGJZA (HONG KONG) SHIPPING AND	:
TRADING CO., LIMITED,	:
	:
Defendant.	: X

AMENDED VERIFIED COMPLAINT

Plaintiff, PLAMAR NAVIGATION, LTD. (hereinafter "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Amended Verified Complaint against the Defendant, TIANJIN SHENGJIA SHIPPING CO., LTD. a/k/a SHENGJZA (HONG KONG) SHIPPING AND TRADING CO., LIMITED (hereinafter "Defendant") alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. Jurisdiction over this matter is also present pursuant to the Federal Arbitration Act, 9 United States Code § 1 *et seq.*, and this Court's federal question jurisdiction, 28 United States Code § 1331.

2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity organized and existing under foreign law, and owner of the motor vessel "M/V TEMIRA" (hereinafter the "Vessel").

3. Upon information and belief, Defendant was, and still is, a foreign corporation, or other business entity organized and existing under foreign law.

4. By a GENCON charter party dated September 28, 2007, (the "charter party")

Plaintiff chartered the Vessel to Defendant for the carriage of steel products from Changshu, China to Ravenna, Italy. *See Fixture Note attached hereto as Exhibit 1.*

5. Pursuant to the terms of the charter party, the cargo was shipped FIOST¹, and was to discharge free of any cost and expense to the Plaintiff. The charter party also provided "Normal L/S/D and separation costs TB for SHPRS/CHRS ACCT." *See Exhibit 1.*

6. Plaintiff delivered the Vessel into the service of the Defendant and has at all times fully performed its duties and obligations under the charter party.

7. The Vessel arrived at Ravenna on or about January 12, 2008 and berthed on January 14, 2008 alongside Docks Cereali. Since this date, the Vessel has been alongside berth in Ravenna, ready and waiting completion of the discharge of the cargo.

8. On January 17, 2008, the discharging port agent informed Plaintiff that the stevedore company would not give gangs to discharge the Vessel due to alleged unsafe stowage of the cargo into the holds.

9. The discharging terminal proposed many solutions to discharge the cargo, all of which the stevedore company refused.

10. Plaintiff sent several communications to Defendant asking it to interfere with the cargo receivers to discharge the cargo, and to confirm discharge costs and to speed up discharge of the Vessel. However, the Defendant did not respond to these requests.

11. Finally the discharging terminal proposed a solution for discharging the cargo which involved putting expanding clay in the holds to cover empty spaces. The discharging terminal estimated the costs of this solution to be approximately \$607,424.00. The discharging terminal

¹ "Free In and Out Stowed and Trimmed" is a standard shipping term understood to mean that the cargo will be loaded, discharged, stowed and trimmed free of expense to the ship owner.

would not commence discharging until each of the cargo receivers confirmed it would pay each part of these costs.

12. Discharge finally commenced on March 1, 2008. As of April 14, 2008, about 17,502 MT of cargo still remained on board the Vessel. The Vessel had been lying at Ravana for approximately two months. As of May 19, 2008, discharge has resumed and is ongoing.

13. The charter party provides a dentition charge of \$35,000.00 per day if the cargo and/or cargo documents were not ready at both ends. *See Exhibit 1.*

14. Defendant has breached its obligations under the charter party by failing to arrange and pay for the discharge of the cargo and the expenses related thereto pursuant to its obligations under the charter party.

15. As a result of Defendant's breach of the charter party, Plaintiff has suffered damages, including, but not limited to, lost earnings and additional port expenses.

16. Pursuant to the charter party, all disputes are to be submitted to arbitration in London with English Law to apply. Plaintiff has commenced arbitration by its appointment of an arbitrator. *See copy of Arbitrator's acceptance of appointment attached hereto as Exhibit 2.*

17. This action is brought in order to obtain jurisdiction over Defendant and also to obtain security for Plaintiff's claims and in aid of London arbitration proceedings.

18. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in arbitral proceedings conducted pursuant to English Law. Section 63 of the English Arbitration Act of 1996 specifically allows for recovery of these items as part of an award in favor of the prevailing party.

19. As best as may now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party at London arbitration:

A.	Principal claim:	\$	5,107,424.00
<i>Detention charge of \$35,000.00 per day for 120 days: \$4,200,000</i>			
<i>Additional port expenses: \$ 300,000.00</i>			
<i>Costs of Discharge: \$ 607,424.00</i>			
B.	Interest on principal claim at 5.5% compounded quarterly for three years:	\$	909,468.50
C.	Estimated recoverable legal fees and costs:	\$	400,000.00
D.	Costs of Arbitration	\$	100,000.00
Total:		\$	6,516,892.50

20. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendant.

21. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any assets of the Defendant held by the aforesaid garnishee for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claims as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Amended Verified Complaint;

B. That the Court retain jurisdiction to compel the Defendant to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;

C. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee within the District which are due and owing to the Defendant, in the amount of \$ 6,516,892.50 calculated to date to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Amended Verified Complaint;

D. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court;

E. That in the alternative, this Court enter judgment against the Defendant on the claims set forth herein;

F. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

G. That this Court award Plaintiff its attorney's fees and costs of this action; and

H. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: May 22, 2008
Southport, CT

The Plaintiff,
PLAMAR NAVIGATION LIMITED

By: Anne C. LeVasseur
Kevin J. Lennon
Anne C. LeVasseur
LENNON, MURPHY & LENNON, LLC
The GrayBar Building
420 Lexington Ave., Suite 300
New York, NY 10170
(212) 490-6050 – phone
(212) 490-6070 – fax
kjl@lenmur.com
acl@lenmur.com

ATTORNEY'S VERIFICATION

State of Connecticut)
) ss.: Town of Southport
County of Fairfield)

1. My name is Anne C. LeVasseur.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the Plaintiff.
4. I have read the foregoing Amended Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: May 22, 2008
Southport, CT


Anne C. LeVasseur

EXHIBIT 1

From: 35725586698 Page: 1/2 Date: 1/24/2008 09:15:55 AM

From: 35725586698 Page: 1/2 Date: 9/28/2007 17:18:43

FIXTURE NOTE

IT IS ON THIS DAY 28,XRP 07 MUTUALLY AGREED BETWEEN CHARTREURS AND OWNERS
ON FLEWQ TERMS N CONDITIONS.

-OWNER: PLAMAR NAVIGATION LTD.
-CHARTR: TIANJIN SHENGJIA SHIPPING CO., LTD

- VSL:
MV 'TSMIRA'
- GEARLESS SD - BLT 1978
- 52975 MTS DWAT ON 12.25 M SSWS,
- GRT/NRT 30596 / 18041
- LOA/BEAM 215.40 / 31.86
- GRAN IN MAIN HOLDS - 2.120.534 CFT (HA CMNGS INCLUDED)
- 8 HOLDS/ 8 HATCHES

HATCH SIZES: NO. 1: 12.80x13.60M, NO. 2-8: 12.80x17.00M

TYPE OF HATCH COVERS: HYDRAULIC FOLDING
BB AFT; VSL HAS NATURAL VENTILATION

*Tianji
Co., Ltd*

-ALL DECKS AFT

CLASS: BRS

PANDI: INGOSTIRAKH

H&M: ALLIANZ

ISM/ISPS OK

(ADA WDG)

-COO : 34000MT 5% LESS / MAX 35000M T IN CHRS OPTION

STL PRODUCTS AS FOLLOW:

- 1) 16000MT STL PIPE 4.6-12M DIA:60-340MM MAX 3MT/BDL
4500MT STL PIPE 110MM-178MM* 10*12M, MAX 5MT/BDL
2000MT ROUND BAR L:5.9M,U/W:3.8MT
4000MT ROUND BAR L:6M

-FREIGHT: FIO USS 87 PMT 110MT L/S/D/LL BSS 1/1 ON B(SVL QTY

- 2) 8000MT STEEL PLATE (MAX:20MT)

-FREIGHT: FIO USS 85 PMT FIRST L/S/D/UL BSS 1/1 ON B(SVL QTY

-CARGO TO BE LOADED/DISCHARGES AS PER MASTER COO PLAN

-LDPORT : ISBP CHANGSHU,CHINA

-DISCHPORT : 1 SHIP RAVENNA,ITALY WHERE 31 SWAD

-LYCN : 28th SEPTEMBER - 3rd OCT 2007

-LDG : CDD

-DISCH : COD

-NOT AT LOADPORT N DISCH PORT CAN BE TENDERED BY MARTRR THRU CABLE OR IN WRITING W/ OFFICE HRS MON-FRI 0900-1700HRS N 0900-1200 HRS ON SAT OR DAY



This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

PRIOR HOLIDAY NOR CAN ONLY BE TENDERED W/ STIPULATED LAYCAN

- DETENTION CHARGE : USD35000.00 P/DPR. IF CGO AND/OR CGO DOCUMENTS NOT READY BOTH ENDS
- 100 PCT OF FRT, LESS COMM, TO PAY W/ 3 BANKING DAY(S) AFTER COMPLETION OF LOADING IN S/H B/L, THIS OWNERS AGREED TO SIGN/ RELEASE THE B/L AGAINST FULL PAY BANK SLIP
- IN THE ABSENCE OF ORIGINAL B/R/L AT DISCHPOK; OWNERS/MASTER AGREE TO DISCHARGE IN S/H BASE TIME CGO AGAINST CHARTRS AND CHARTRS OPTN RECEIVER LOI IN OWNERS P/N CLUB'S WORDING BUT ALWAYS WITHOUT BANK GUARANTEE AND/OIL BANK ENDORSEMENT
- SHORE CHARGE IF ANY THE CHARTRS ACCT BENDS.
- OAP IF ANY TB FOR CHARTRS ACCT
- NORMAL LISD AND SEPARATION COSTS TB FOR SHIPS/CHRS ACCT
- SEPARATION FOR CARGOES UNDER DIFFERENT B/L TO BE FOR CHRS A/C PROVIDED THAT CHRS/SHIPS HAVE GIVEN PROPER INSTRUCTION IN DUE TIME
- ANY TAX/WHARFAGE/DUES ON CGO CHARTRS A/C BENDS
- ANY TAX/WHARFAGE/DUES ON VSL/WT OWNERS A/C BENDS
- CHARTRS NOMINATED AGENTS AT BENDS WITH RIBA SYNAIR E/P/D OWNERS TO PAY ALL REASONABLE AGENCIES/PORT DUES BENDS.

LOADING PORT AGENT: CHINA MARINE SHIPPING AGENCY CHANGSHU CO.
DISCHARGING PORT AGENT TO BE NOTED.

- CHRS ARE NOT RESPONSIBLE FOR ANY STEVEDORES DAMAGES. ANY STEVEDORES DAMAGES TB SETTLED DIRECTLY BTWN OWNERS AND THE STEVEDORES CO. BUT CHRS WL TRY UTMOST TO ASSIST.
- LIGHTENING/LIGHTERAGE, IF ANY THE CHARTRS ACCT.
- PAIUP CARGO IS ALLOWED.

ANY SEPARATION IF REQUIRED FOR LOADING PART CARGO TO BE ON OWNERS TIME/RISK/EXPENSIS. WRS TO REMAIN FULLY RESPONSIBLE FOR ANY CONTAMINATION FOR LOADING PART CARGO ON VSL.

- SHIPSIDE TALLY TB FOR OWNERS ACCT, SHORESIDE TALLY TB FOR CHRS ACCT.
- AT LOADPORT COMPULSORY TALLY TB FOR CHRS ACCT.
- OWNERS AS PER GENCON 1976 CP PPMA WITH LOGICAL AMENDMENTS/ALTERATIONS.
- COMM: 2.5% TO TIANJIN SHENGJIA SHIPPING CO., LTD

For and on behalf of -
 TIANJIN SHENGJIA SHIPPING CO., LTD
 天津昇嘉船务有限公司

AS CHARTER

Authorized Signature(s)/

AS OWNER

*****
Authorized Signature(s)This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

EXHIBIT 2

8401 8718

M.J. BAKER-HARBER

14 Cheyne Gardens
LONDON
SW3 5QT



L.M.A.A

TELEPHONE: 020-7351 1328
FAX: 020-7351 1623
EMAIL: mbh@mbharb.fnet.co.uk

Facsimile Transmission

To : Ince & Co
Attn : Nick Burgess/Matthew Moore
Ref : NB/MM/8401/8718
Fax No : 020 7481 4968

Date : 25th April 2008
No of Pages : 1+ 1

**RE : TEMIRA – V.04.07 – B/Ls Issued on or around 13 to 17 October 2007
- Disputes with Charterer, Tianjin Shengjia Shipping Co**

Thank you for your fax of today.

I confirm having accepted this appointment to act as arbitrator on behalf of Plamar Navigation Limited with respect to all and any disputes with Charterers, Tianjin Shenglia Shipping Co. Ltd. arising under or in connection with the above bills of lading.

This appointment is accepted upon the current LMAA terms. An invoice in respect to my appointment fee is attached.

Kind regards

A handwritten signature in black ink, appearing to read "mjh".

Michael Baker-Harber